

of Pennsylvania, and Defendant possesses sufficient contacts with this District to be deemed to reside in this District.

FACTUAL ALLEGATIONS

5. Mr. Dannunzio is a “consumer” as that term is defined by the FCRA. 15 U.S.C. §1681a(c).

6. Liberty Mutual is a user of consumer reports as that term is defined by the FCRA. 15 U.S.C. §1681b(f).

7. Liberty Mutual accessed Plaintiff’s credit file through Trans Union, LLC (“Trans Union”) impermissibly without Plaintiff’s consent or knowledge or legitimate business reason to do so, and then never informed Plaintiff of this illegal and impermissible access.

8. Liberty Mutual repeatedly and impermissibly accessed Plaintiff’s Trans Union credit file.

9. Liberty Mutual has been afforded, through contract, a direct access terminal whereby it may, for certain permissible and lawful purposes, access consumer reports from Trans Union and possibly other consumer reporting agencies as well.

10. Upon its inquiries to Trans Union, Liberty Mutual falsely certified that it was inquiring for an extension of credit or an account review relating to Plaintiff.

11. Liberty Mutual had no lawful purpose for accessing Plaintiff’s credit file and accessed it without any consent or knowledge of the Plaintiff.

12. Liberty Mutual made illegal and impermissible access under false pretenses by falsely certifying their alleged reasons for obtaining the consumer report(s).

13. As a result of Defendant’s conduct, Plaintiff has suffered actual damages in the form of harm to credit reputation and credit score, invasion of privacy and emotional distress.

14. At all times pertinent hereto, Defendant was acting by and through its agents, servants and/or employees who were acting within the course and scope of their agency or employment, and under the direct supervision and control of Defendant herein.

15. At all times pertinent hereto, the conduct of Defendant, as well as that of its agents, servants and/or employees, was malicious, intentional, willful, reckless, and in grossly negligent disregard for federal and state laws and the rights of the Plaintiff herein.

**COUNT I – LIBERTY MUTUAL
VIOLATIONS OF THE FCRA**

16. Plaintiff incorporates the foregoing paragraphs as though the same were set forth at length herein.

17. Pursuant to 15 U.S.C. § 1681n and 15 U.S.C. § 1681o, Defendant is liable to Plaintiff for willfully and negligently failing to comply with the requirements imposed on users of consumer reports pursuant to 15 U.S.C. §§ 1681b(f), 1681n(b) and 1681q as set forth above.

18. The conduct of Defendant is a direct and proximate cause, as well as a substantial factor, in bringing about the serious injuries, actual damages and harm to the Plaintiff that are outlined more fully above and, as a result, Defendant is liable to the Plaintiff for the full amount of statutory, actual and punitive damages, along with the attorneys' fees and the costs of litigation, as well as such further relief, as may be permitted by law.

JURY TRIAL DEMAND

19. Plaintiff demands trial by jury on all issues so triable.

PRAYER FOR RELIEF


WHEREFORE, Plaintiff seeks judgment in Plaintiff's favor and damages against the Defendant, based on the following requested relief:

(a) Actual damages;

- (b) Statutory damages;
- (c) Punitive damages;
- (d) Costs and reasonable attorney's fees pursuant to 15 U.S.C. §§ 1681n, 1681o; and
- (e) Such other and further relief as may be necessary, just and proper.

Respectfully Submitted,

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